

ENTERED

November 08, 2018

David J. Bradley, Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

ARNCO TECHNOLOGY TRUST LTD., §
Plaintiff, §
§
v. §
§
POSTLE INDUSTRIES, INC., §
Defendant. §

Civil Action No.: 4:10-cv-01962

AGREED ORDER AND MODIFIED PERMANENT INJUNCTION

Pursuant to the 2018 Settlement Agreement between Plaintiff Arnco Technology Trust Ltd., (“Arnco”) and Defendant Postle Industries, Inc. (“Postle”), and the parties’ Agreed Motion to Modify Permanent Injunction:

It is ORDERED that Arnco recover from Postle the sum of \$185,000.00, as set forth in the parties’ 2018 Settlement Agreement.

It is further ORDERED that Arnco’s Motion for Contempt and for Sanctions (Doc. 23) is DENIED in its entirety as to all parties, persons or entities made the subject of the Motion.

It is further ORDERED That Postle, its officers, directors, employees, agents, contractors and any other person over whom Postle has a contractual right of control, are permanently restrained and enjoined from (1) initiating or causing to be initiated the dissemination or the publication of correspondence, brochures, leaflets, advertisements, written presentations to customers, or any other form of written communication authored, created, solicited or commissioned by Postle, whether in conventional or electronic form, which expressly mentions Arnco or any Arnco product, or otherwise references Arnco or any Arnco product in any readily-identifiable manner, without prior written approval from Arnco, or (2) initiating or causing to be initiated the dissemination or publication of any oral statement about Arnco or any Arnco product

that is false or defamatory. However, in response to an inquiry about Arnco products, Postle may respond to the inquiry about Arnco products or qualities either orally or in writing without prior written approval from Arnco, provided such response is neither false nor defamatory.

It is further ORDERED that Arnco, its officers, directors, employees, agents, contractors and any other person over whom Arnco has a contractual right of control, are permanently restrained and enjoined from (1) initiating or causing to be initiated the dissemination or the publication of correspondence, brochures, leaflets, advertisements, written presentations to customers, or any other form of written communication authored, created, solicited or commissioned by Arnco, whether in conventional or electronic form, which expressly mentions Postle or any Postle product, or otherwise references Postle or any Postle product in any readily-identifiable manner, without prior written approval from Postle, or (2) initiating or causing to be initiated the dissemination or publication of any oral statement about Postle or any Postle product that is false or defamatory. However, in response to an inquiry about Postle products, Arnco may respond to the inquiry about Postle products or qualities either orally or in writing without prior written approval from Postle, provided such response is neither false nor defamatory.

It is further ORDERED that all attorneys' fees and taxable costs of Court are to be paid by the party incurring same.

It is further ORDERED that any relief not expressly granted herein is denied.

Signed this 6/1 day of November, 2018.



Hon. Lee H. Rosenthal
United States District Judge